

# AERO INVESTORS, LC.

## By-laws, and Operating Regulations

REVISION 7/2019

## **BY-LAWS**

### **NAME**

The name of this organization shall be "Aero Investors, LC.", a Michigan not-for-profit limited liability company hereinafter referred to as the Club.

### **OBJECTIVE**

The objective of this flying Club is to stimulate an interest in aviation, to provide its membership an opportunity to engage in flying at a reasonable cost to the members, and to encourage and promote general aviation.

### **FISCAL YEAR**

The fiscal year shall extend from January 1 through December 31.

### **MEMBERSHIP**

All Active members shall have equal interest, privileges, and obligations.

### **QUORUMS and MEETINGS**

Regular membership meetings shall be held. The frequency of membership meetings shall be determined by the Officers. Robert's Rules of Order shall resolve questions as to conduct.

### **FINANCE**

Initiation fees of prospective members shall be payable upon acceptance into the club. Each member shall share monthly dues, in an amount to be determined by the Managers. The Managers shall set rates to be charged for flying time. The Managers has the authority to levy special assessments.

### **LIABILITY**

Adequate and proper insurance shall be carried at all times.

### **DISSOLUTION**

Upon dissolution of the Club, the Managers shall liquidate the assets thereof as soon as practicable and pay all existing debts and liabilities in proportion to the final available capital, including any money rightfully due to members in accordance with the regulations of the Club.

### **MEMBERSHIP, CLASSIFICATION and PRIVILEGES**

Membership shall be classified as Active or Inactive.

An ACTIVE member shall be considered as one who has been favorably voted on by the Managers. He/she shall be tendered all privileges and benefits within the power of the Club to bestow.

An INACTIVE membership shall be conferred upon persons who involuntarily are prevented from utilizing Club equipment due to reasons of health, formal education or military service or by reason acceptable by the Managers. Use of Club equipment is not permitted. He/she shall be readmitted to Active status only upon approval of the Managers. Normal dues are waived.

### **MEMBERSHIP APPLICATIONS, and EXPULSIONS**

Aero Investors, LC. is committed to a policy of non-discrimination on the basis of religion, race, color, national origin, age, sex (gender), marital status, physical handicap or mental handicap, as provided by state and federal laws. The Club practices equal opportunity in its membership and its programs.

The number of Active members shall be limited at the discretion of the Managers, based on the amount of available equipment, and the average amount of time the equipment is in use so as to allow reasonable use to each Active member without undue restrictions. Memberships are not transferable.

Applications shall be sent to the Membership Coordinator designated by the Managers. That person will review the application and confer with the Membership Committee of the club on the acceptability of the applicant. If accepted, the applicant will become a member and receive membership privileges. This process is to be done with reasonable expediency.

A member may be suspended by action of the Managers. A Manager shall inform the member of the suspension. A period of suspension shall be limited to forty-five (45) days, at the end of which time the Managers shall be required to take further action.

The Managers may expel a member for cause.

### **FLYING REGULATIONS**

Flying regulations, operating regulations, standard operating procedures, and any other regulations deemed necessary by the membership shall be adopted and have the same force and effect as if published as a part of these By-laws.

### **DUTIES of MANAGERS and MEMBERS**

It shall be the duty of all Managers to conduct the activities of the Club in an efficient and business-like manner and to safeguard the interest of the Club at all times.

The Managers shall preside at the meetings of the Club; appoint all committees, acting as an ex-officio member thereon; and perform all other duties consistent with the position.

The Managers shall conduct all correspondence; record the minutes of the meeting; make an accurate record of the proceedings; and perform all other duties that properly pertain to the position.

The Managers shall receive and disburse all Club funds and maintain a Club account in an approved depository. They shall maintain an accurate record of financial activity to the Club; prepare and mail monthly statements of dues and flying charges to all members; maintain the membership rolls and status of the membership, and perform all other duties consistent with his/her office.

Further duties of the Managers shall be to act on all matters of policy; to determine the initiation fees, monthly dues and flying charges; to levy fines; to act in a judicial capacity on violations of Club rules; to protect the Club's interest and safeguard its welfare.

Jackson Aero, Inc. shall conduct or oversee all required maintenance activity being performed on Club aircraft and equipment. They shall have the power to ground equipment at their discretion in the interest of the Club and safe operations. They shall maintain aircraft and engine logbooks and other aircraft records.

The duties of the members should be to attend all meetings when possible; to conduct themselves in a proper and fitting manner; to uphold the dignity of the Club at meetings and on the flying field; to be alert and mindful of the Club's interests; to foster relationships with the general public and actively seek new members; to exercise due caution and safety in flying; to observe the normal rules of cleanliness and respect to Club equipment; and to observe all Federal, State, Local, and Club aviation rules and regulations.

### **GENERAL FINANCES**

All property, including aircraft and accessories, etc. purchased by the Club, purchased jointly by the Club members, or donated to the Club shall be owned outright in the name of the Club.

In the event of any damage to any equipment belonging to the Club, except where provided for elsewhere in the Club regulations, the following specific rules shall apply:

- a. If any accident or incident is caused through violation of Federal, State, Local, or Club laws and regulations, the member at fault shall be responsible for the uninsured portion of the loss.
- b. Any member is liable to the Club for any damage to the aircraft resulting from his/her own carelessness or negligence up to the amount of the uninsured portion of the loss.
- c. The Managers have the power to investigate accidents/incidents, and to exonerate or penalize one or more members of the Club for violation of good flying practices, and the power of expulsion, or to levy fines for unsafe operations.

No member of the Club is authorized to make purchases or enter into any other transaction in the name of the Club, except by order of the Managers.

Jackson Aero, Inc. is the approving authority for any other repair or service work.

Any member of the Club finding it necessary to have any routine service work performed on the equipment of the Club, in an emergency or on a cross-country flight, may do so in his/her own name. The member may present a properly receipted bill for such service to the Managers for review and approval, after which the member shall be reimbursed.

Special compensation – the Managers may compensate members for any services rendered, in a reasonable amount commensurate with the services performed.

Any compensation granted to a member is to be used for flying time, has no cash value, is not transferable without Managers approval, and expires 4 years after it is awarded or upon termination of club membership.

All monies billed to members shall become due and payable on the 25th day of the month in which those charges are billed. Payments made after this date shall be subject to a financial penalty as established by the Managers.

Any member who is in arrears of any monies due the Club for any reason whatsoever on the first of the subsequent month, and who fails to make full payment at that time, shall be suspended until further action by the Managers, and be denied the use of all Club equipment.

After thirty (30) days in this suspended status, or if the member has been in suspended status more than two times in the preceding year, the member may be declared by the Managers as resigned. All interest, rights, privileges and shares in the Club assets shall be considered forfeited.

A member using Club equipment while suspended shall be subject to immediate removal from the Club by a vote of the Managers.

### **FEES**

A past member, who resigned from the Club as a member in good standing, will be allowed to re-enter the Club for a fee of one-half of the initiation fee for new members current at the time of readmission, with Managers approval.

Initiation fees or monthly dues are not refundable.

A minimum of two (2) hours of flying time shall be charged per 24 hours of airplane use. Minimums not met will be billed at 100% of the rental rate. No minimum charge will be made for a period for which a member presents evidence satisfactory to the Managers that flying was prohibited during that period of inclement weather or by circumstances beyond the pilot's control.

### **MEMBER OBLIGATIONS**

Each member of this Club shall have read and shall have agreed in writing to observe and abide by all provisions of the By-laws, Operating Regulations and Standard Operating Procedures of the Club. Also, they should acquaint themselves, as thoroughly as possible, with local field rules of any and all airports where Club equipment is used, and with the Federal Aviation Regulations, and to observe them to the best of their ability before being finally accepted to active membership in the Club.

## **OPERATING REGULATIONS**

### **FLIGHT LIMITATIONS**

Members of the Club shall observe all existing Federal, State, and Local laws, and Club rules.

The aircraft engines shall not be started without the "pilot-in-command" at the controls.

No member shall execute unusual maneuvers other than those required in flight tests for an airman certificate.

No one may act as "pilot-in-command" of Club aircraft except Active members of the Club.

Prior to the use of each club aircraft an orientation flight shall be flown with a Club Flight Instructor.

Only a Club Instructor or one approved by managers shall give primary flight instruction.

Members may thereafter obtain instruction from any non-member instructor who has been approved by the Managers.

The aircraft shall be operated only from those landing areas that are officially recognized as public or private use airports.

The aircraft shall not be loaned nor rented to non-members.

Club instructors shall not give dual instruction to non-members; however, they may give one introductory flight instruction with manager's approval.

#### PILOT ELIGIBILITY

To act as "pilot-in-command" of a Club aircraft, a pilot must have logged a Flight Review or "check-ride" by a Certified Flight Instructor within the previous (24) months.

Each Club Member is responsible for scheduling bi-annual check-rides. If expired, the bi-annual check-ride needs to be scheduled through a Club Instructor.

#### RESERVATIONS

All flying time shall be scheduled in advance of the proposed flight by using our online scheduling system.

The flight scheduling system shall be updated if the flight is cancelled or the aircraft is returned earlier than scheduled.

Any member more than 30 minutes late for his/her booking shall forfeit the remainder of his/her booking to any member desiring it.

Cross-country flights scheduled for three (3) days or more must be approved by the Managers.

A member may not have more than five (5) bookings scheduled at any one time, without prior Managers approval.

It shall be the member's personal responsibility to notify the flight scheduling system of any circumstances that may prevent return of Club aircraft at the scheduled time.

#### OPERATING COSTS

Members will be charged for flying time according to the aircraft hourly rates currently established by the Managers.

On cross-country flights, only fuel, oil and routine service bills will be reimbursed upon presentation of receipts to the Treasurer.

#### AIRCRAFT OPERATING INSTRUCTIONS

Accidents: In the event of an accident or incident causing damage to Club equipment, air or ground, and assuming the member is physically able, it will be his/her responsibility to notify Jackson Aero, Inc. or the appropriate individual and/or the FAA as required by the FARs.

Club "Squawk/Hobbs Book": Members shall record in and out Hobbs meter time, note malfunctions or defects and notify Jackson Aero, Inc. of any item that affects the operation of the equipment.

Hangaring: It will be the member's responsibility to assure that Club aircraft will be securely tied down or hangared while the airplane is left unattended.